

**Terms and Conditions**  
**CTA Retirement Savings Plan 403(b)(7) Custodial Account Agreement**

I acknowledge that I have received and read the CTA Voluntary Retirement Plans for Educators, LLC CTA Retirement Savings Plan 403(b)(7) Custodial Account Agreement (the Custodial Account Agreement). I hereby agree to the terms and conditions of the Custodial Account Agreement as well as this Enrollment Agreement.

CTA Voluntary Retirement Plans for Educators, LLC has promised to oversee the CTA Retirement Savings Plan (the RSP) solely in the interest of the participants, which includes me, for the exclusive purpose of providing benefits to participants and their beneficiaries, and in accordance with fiduciary standards of care. The RSP is designed to provide participants with access to diverse investment options at reasonable cost.

I understand that I will receive, by electronic delivery or other means, a prospectus for each mutual fund in which I elect to invest my contributions to the RSP. It is my responsibility to read each such prospectus.

I acknowledge that I exercise control over the investment of all money or other assets contributed by me to the Custodial Account under the RSP. I agree that I am responsible for directing the investment of all such assets in accordance with all rules and procedures of the RSP, as amended and made available to me from time to time. None of CTA Voluntary Retirement Plans for Educators, LLC, Aspire Financial Services, Inc. (Aspire), Matrix Trust Company (Matrix), or Prudent Investment Advisors (Prudent) or any issuer of the mutual funds available for investment in the Custodial Account, makes any warranty or guarantee regarding the yield or performance of any mutual fund available for investment in the Custodial Account.

**ARBITRATION**

ANY DISPUTE OR CLAIM IN LAW OR EQUITY BETWEEN ME AND CTA VOLUNTARY RETIREMENT PLANS FOR EDUCATORS, LLC, AND/OR ANY RECORDKEEPER, AND/OR MATRIX, AND/OR PRUDENT ARISING OUT OF OR RELATED TO THE CTA RETIREMENT SAVINGS PLAN OR THE CUSTODIAL ACCOUNT AGREEMENT, SHALL BE DECIDED BY FINAL AND BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT. THE ARBITRATION SHALL BE CONDUCTED IN SAN FRANCISCO, CALIFORNIA IN ACCORDANCE WITH THE RULES OF COMMERCIAL ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION, AND NOT BY COURT ACTION EXCEPT FOR JUDICIAL REVIEW OF OR COMPELLING ARBITRATION PROCEEDINGS. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES AGREE TO HAVE THE RIGHT TO DISCOVERY IN ARBITRATION IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 1283.05.

CTA VOLUNTARY RETIREMENT PLANS FOR EDUCATORS, LLC SHALL ADVANCE THE COST OF THE ARBITRATOR AND REPORTER.

I UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION, I AM GIVING UP THE RIGHT TO LITIGATE (WHETHER AS A PARTY OR MEMBER OF A CLASS ACTION) ALL DISPUTES IN COURT BEFORE A JUDGE OR JURY. INSTEAD, I UNDERSTAND AND AGREE THAT ALL DISPUTES WILL BE RESOLVED BEFORE A NEUTRAL ARBITRATOR, WHOSE AWARD (DECISION) WILL BE FINAL AND BINDING, EXCEPT FOR A LIMITED RIGHT OF APPEAL UNDER THE FEDERAL ARBITRATION ACT. ANY COURT WITH JURISDICTION OVER THE PARTIES MAY ENFORCE THE ARBITRATOR'S AWARD.

**CLASS ACTION WAIVER**

I AGREE THAT ANY PROCEEDINGS COVERED BY OR RELATED TO THIS ENROLLMENT AGREEMENT SHALL BE CONDUCTED BY ME SOLELY ON AN INDIVIDUAL BASIS, AND THAT NEITHER I NOR CTA VOLUNTARY RETIREMENT PLANS FOR EDUCATORS, LLC WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, A REPRESENTATIVE ACTION, A COLLECTIVE ACTION, A PRIVATE ATTORNEY-GENERAL ACTION, OR IN ANY PROCEEDING IN WHICH I ACT OR PROPOSE TO ACT IN A REPRESENTATIVE CAPACITY. I FURTHER AGREE THAT NO ARBITRATION OR PROCEEDING WILL BE JOINED, CONSOLIDATED, OR COMBINED WITH ANY OTHER ARBITRATION OR PROCEEDING WITHOUT THE PRIOR WRITTEN CONSENT OF CTA VOLUNTARY RETIREMENT PLANS FOR EDUCATORS, LLC, ALL OTHER PARTIES TO ANY SUCH ARBITRATION OR PROCEEDING, AND ME.

**LIMITATION OF LIABILITY**

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT SHALL CTA VOLUNTARY RETIREMENT PLANS FOR EDUCATORS, LLC, OR ANY RECORDKEEPER, MATRIX, OR PRUDENT WITH RESPECT TO THE CTA RETIREMENT SAVINGS PLAN (AS DEFINED IN THE CUSTODIAL ACCOUNT AGREEMENT) BE LIABLE TO ME, WHETHER IN CONTRACT OR IN TORT, OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. MY DAMAGES IN ANY ARBITRATION ARE LIMITED TO MY ECONOMIC DAMAGES ACTUALLY AND DIRECTLY INCURRED, THAT IS, LOST (I) PRINCIPAL AND (II) PROFITS, IF ANY, OR INTEREST, WHICHEVER IS GREATER, SUBJECT TO ANY LIMITATIONS SET FORTH IN THE CUSTODIAL ACCOUNT AGREEMENT, AND (III) REASONABLE ATTORNEY'S FEES AND COSTS INCURRED BY ME IN THE ARBITRATION OR RELATED LEGAL PROCEEDINGS AS DESCRIBED ABOVE. THE ARBITRATOR'S AWARD MAY ALSO ALLOCATE RESPONSIBILITY FOR ARBITRATOR'S AND REPORTER'S FEES BETWEEN ME AND THE LLC.

**CTA RETIREMENT SAVINGS PLAN**  
**403(b)(7) Custodial Account Agreement**  
**CTA Voluntary Retirement Plans for Educators, LLC**

**Article I - Description of Account**

This Agreement sets forth the terms of the CTA Retirement Savings Plan Custodial Account, established for employees of California public school districts who participate in a plan established by their districts under section 403(b) of the Internal Revenue Code.

CTA Voluntary Retirement Plans for Educators, LLC, the Program Coordinator, has established the CTA Retirement Savings Plan Custodial Account in order to provide California educators with 403(b) investment options that have the following features:

- “Open Architecture”: the services necessary for the CTA Retirement Savings Plan to operate, administration, custody of assets, and investment management, are provided independently, by the organizations best suited to provide each service.
- Transparency: due to the independence of each service provider, it is possible to identify and control the costs attributable to all services.
- Simplicity and Diversity: The Program Coordinator has identified diverse mutual funds that are appropriate for many types of investor, but the CTA Retirement Savings Plan does not provide redundant, overlapping investment options.
- Oversight: The Program Coordinator reviews the mutual funds available under the CTA Retirement Savings Plan to make sure they continue to be appropriate investments, and provide reasonable return without unreasonable management cost.

The Program Coordinator has engaged Aspire to be the Recordkeeper for administration of the Custodial Account established hereunder. The Custodian referred to in this Agreement is Matrix, which has been appointed by the Program Coordinator as custodian of a custodial account (the “Master Custody Account”) that holds assets of the Plan, including the Custodial Account as defined below. Educational and other enrollment support services are provided through Prudent Investor Advisors LLC, an SEC registered investment adviser. Matrix is a Colorado State non-depository trust company and National Securities Clearing Corporation trust member, subject to regulation and supervision by the Colorado Division of Banking and other state regulators where it does business, as well as the National Securities Clearing Corporation.

**IMPORTANT CONTACT INFORMATION**

<b>Contact Information</b>	<b>When to Use</b>
<p><b>CTA Retirement Plan Center Website</b> CTAretirementplan.org</p>	<p>Use the website to set up your account, check your balance, change your investments, access online tools and calculators, or initiate a transaction such as a loan or distribution.</p>
<p><b>CTA Retirement Savings Plan Center</b> 1-855-604-6222 through November 30, 2018 8 am – 5 pm, Pacific Time, Monday through Friday</p>	<p>Contact the customer service center for assistance with the <i>CTA Retirement Plan Center</i> website, to ask detailed questions about the Plan, or to initiate certain plan transactions.</p>
<p><b>CTA Voluntary Retirement Plans for Educators, LLC</b> c/o California Teachers Association 1705 Murchison Drive Burlingame, CA 94010 (650) 552-5200</p>	<p>Contact the Program Coordinator for inquiries about Plan availability in your district, or to ask detailed questions regarding any of the Program Coordinator responsibilities outlined in this agreement.</p>

**Article II - Definitions**

2.1 Account Value. The value, as of a specified date, of the Mutual Fund shares held in the Custodial Account, less any charges payable from the Custodial Account pursuant to Article IX of this Agreement.

2.2 Agreement. "Agreement" refers to the CTA Retirement Savings Plan 403(b)(7) Custodial Account Agreement as set forth herein, as may be amended from time to time.

2.3 Beneficiary. A Beneficiary is the person or entity that the Participant designates to receive any benefits payable upon the Participant's death, or, in the absence of such designation, (a) the Participant's spouse, if the spouse survives the Participant; or (b) if there is no surviving spouse, the estate of the Participant, in accordance with the rules of Article VIII of the Agreement.

2.4 Business Day. Each day the New York Stock Exchange is open.

2.5 Code. The Internal Revenue Code of 1986, as amended, including regulations and IRS rulings and guidance issued thereunder.

2.6 Contribution. An amount contributed to the Participant's Account under the Employer's Plan, including any Elective Deferral, and, where applicable, Designated Roth Contributions, Rollover Contributions, and Employer Contributions.

2.7 Custodial Account. The Custodial Account is a separate Record Keeping Account established under this Agreement for the Participant's benefit.

2.8 Custodian. Matrix, or a bank or other institution meeting the requirements of section 401(f)(2) of the Code and designated by the Program Coordinator to hold Plan assets in the Master Custody Account.

2.9 Designated Beneficiary. Designated Beneficiary means the person or persons designated as a Beneficiary by the Participant pursuant to the requirements of Article VIII of

the Agreement. For the purposes of Article VI of this Agreement, no estate may be a Designated Beneficiary.

2.10 Designated Roth Contribution. A Contribution designated irrevocably by the Participant at the time the Contribution is made as a Roth contribution, made in lieu of all or a portion of the section 403(b) elective deferrals the Participant is otherwise eligible to make under the Employer's Plan. The amount of any Designated Roth Contribution shall be treated by the Employer as includible in the Participant's gross income at the time the Participant would have received the amount of such contribution in cash, had the Participant not made an Elective Deferral in the form of a Designated Roth Contribution under the Employer's Plan.

2.11 Direct Rollover. A direct transfer of an Eligible Rollover Distribution from the Custodial Account to an Eligible Retirement Plan.

2.12 Distribution. A cash payment out of the Custodial Account to the Participant or the Participant's Beneficiary, including a Direct Rollover.

2.13 Disability. As defined under Code section 72(m)(7), an individual is considered disabled if unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration.

2.14 Domestic Relations Order. A court order relating to child support, alimony or marital property rights. A Domestic Relations Order provides a person other than the Participant, such as a spouse, former spouse, or dependent, with the right to receive benefits payable to the Participant.

2.15 Elective Deferral. A Contribution to the Custodial Account made pursuant to a Salary Reduction Agreement. Elective Deferrals may include post-tax Contributions to a Roth account, if permitted under the Plan, but do not include Nonelective Employer Contributions.

2.16 Eligible Employee. Eligible Employee means any current or former full-time or part-time employee of an

Employer who meets the eligibility requirements for participation under such Employer's Plan.

2.17 Eligible Retirement Plan. Any plan described in the Code as eligible to receive a Direct Rollover from the Custodial Account, including a section 403(b) custodial account or annuity contract, a section 401(a) plan, including but not limited to a public employee retirement plan or system, a 401(k) or 403(a) plan, a governmental section 457(b) deferred compensation plan, or an individual retirement account or annuity (IRA).

2.18 Eligible Rollover Distribution. A Distribution from the Custodial Account that is eligible for rollover treatment at the time of the distribution. An Eligible Rollover Distribution will generally include any distribution that is not one of the following:

- (a) a distribution which is one of a series of substantially equal periodic payments, made at an annual or shorter period, for the life (or life expectancy) of the Participant and/or the Participant's Beneficiary, or for a specified period of 10 years or more;
- (b) any distribution, to the extent it is a required minimum distribution under sections 403(b)(10) and 401(a)(9) of the Code;
- (c) any hardship distribution;
- (d) a deemed distribution resulting from a defaulted loan;
- (e) a return of deferrals exceeding the Code section 402(g) or 415(c) limit; or
- (f) any other type of distribution which is not an eligible rollover distribution under the Code.

2.19 Employer. A California public school district, community college district, county office of education, or other public school employer which is the sponsor of the Plan under which the Contributions are made, and which has entered into an agreement with Program Coordinator for the offering of the Custodial Account under such Plan.

2.20 Employer Contribution. A Contribution to the Account made by the Employer other than an Elective Deferral. Employer Contributions include any nonelective employee Contribution resulting from a reduction of the Participant's salary agreed to as a condition of employment or pursuant to a one-time irrevocable election made upon the Participant's initial eligibility to participate in the Plan, but not including any Elective Deferral.

2.21 Enrollment Agreement. Enrollment Agreement refers to the form executed by the Eligible Employee to participate in the Plan and have Contributions made to the Custodial Account.

2.22 Master Custodial Account. The group custodial account established under this Agreement.

2.23 Mutual Fund. A regulated investment company, as defined in section 851(a) of the Code.

2.24 Participant. A Participant is an Eligible Employee who enrolls in an Employer's Plan and who is entitled to the rights stated in this Agreement, and includes any such Eligible Employee who has not received a distribution of his or her entire benefit from the Custodial Account.

2.25 Plan. A program or arrangement described in section 403(b) of the Code established by an Employer.

2.26 Plan Administrator. The person or persons designated as administrator under the Plan, or, in the absence of such designation, the Employer or its authorized representative. The Recordkeeper and Matrix provide nondiscretionary administrative services related to the Custodial Account. None of the Program Coordinator, the Recordkeeper, or the Matrix are the Plan Administrator.

2.27 Program Coordinator. CTA Voluntary Retirement Plans for Educators, LLC. The Program Coordinator may engage one or more third parties, including a Recordkeeper, to provide any service necessary or beneficial to the Custodial Account and/or to Participants.

2.28 Recordkeeper. Aspire, or any successor, engaged by the Program Coordinator pursuant to a separate agreement to provide certain benefits administration and recordkeeping services relating to the Custodial Account.

2.29 Record Keeping Account. The account or accounts created to maintain records necessary for the proper administration of the Custodial Account and/or the Master Custodial Account.

2.30 Rollover Contribution. A deposit to this Account of an Eligible Rollover Distribution from another Eligible Retirement Plan.

2.31 Salary Reduction Agreement. An agreement between the Participant and his or her Employer under which the Participant agrees to have the Employer make Contributions to the Custodial Account by taking a reduction in salary. Contributions made under a Salary Reduction Agreement are Elective Deferrals. Compliance with the rules pertaining to Salary Reduction Agreements is the duty of the Employer, unless otherwise agreed or provided.

### **Article III – The Custodial Account**

3.1 Establishment. The Custodial Account shall be established upon the receipt and acceptance of the Enrollment Agreement, executed by the Participant. Upon enrollment, the Participant shall receive confirmation of the establishment of the Custodial Account. The establishment of the Custodial Account may be confirmed by the availability of electronic access to the Custodial Account for the Participant.

3.2 Separate Accounts. Record Keeping Accounts shall be established and maintained within the Custodial Account for any Designated Roth Contributions, for Employer Contributions that are not immediately vested, under Regulations § 1.403(b)-3(d), and for excess contributions, under Regulations § 1.403(b)-4(f). In addition, such other separate Record Keeping Accounts shall be established and maintained as are required for compliance with applicable law, or the terms of an Employer's Plan, or are convenient for the administration of the Custodial Account and/or the Master Custodial Account.

3.3 Exclusive Benefit. All amounts in the Custodial Account shall not be used for, or diverted to, any purpose other than for the sole and exclusive benefit of the Participant or his or her Beneficiary or Beneficiaries, or the payment of reasonable expenses of administration.

3.4 Nonalienation. The Custodial Account may not be anticipated, alienated, transferred, assigned, pledged, made subject to charge, garnishment, execution, or levy of any kind, or otherwise encumbered. Transfer of a portion or all of a Participant's Custodial Account to a former spouse pursuant to a Domestic Relations Order that meets all legal requirements applicable to accounts held under section 403(b) shall not be considered to violate the restrictions of this Article.

3.5 Nonforfeitable. The rights of the Participant to the accumulated benefit in the Custodial Account shall be fully vested and nonforfeitable to the extent required in Treasury Regulations § 1.403(b)-3(a)(2), except in the case of Employer Contributions under an Employer Plan which provides that any Employer Contributions under such Plan are not immediately vested, and such Employer Contributions are not subject to an election under Section 83(b) of the Code, as described in § 1.403(b)-3(d).

The forfeitable portion, if any, of the Custodial Account, shall be determined solely on the basis of written instructions from the Plan Administrator. Upon identification by the Plan Administrator of any amount forfeited by the Participant upon severance from employment, such amount shall be withdrawn from the Custodial Account. Forfeitures shall be applied solely in such a manner as the Plan Administrator directs under the terms of the Plan and in conformity with the requirements of Code section 403(b) and applicable law.

#### **Article IV - Contributions**

4.1 Elective Deferrals. A Participant may make Elective Deferrals to the Custodial Account pursuant to a Salary Reduction Agreement with an Employer.

4.2 Designated Roth Contributions. A Participant may make Designated Roth Contributions to the Custodial Account if the Employer's Plan provides for Designated Roth Contributions.

4.2 Employer Contributions. Employer Contributions, including nonelective employee Contributions, will be made to the Custodial Account only if and to the extent provided under the Employer's Plan.

4.3 Contribution Limits.

4.3.1 Limit on Elective Deferrals. Elective Deferrals and Designated Roth Contributions to the Custodial Account, when added to any other elective deferrals and designated Roth contributions that are subject to the Code section 402(g) limit and made by the Participant to any plan during the same calendar year, may not exceed the amount permitted under Code section 402(g), including available increases to that limit described in Code section 402(g)(7) and Regulations 1.403(b)-4(c)(3) (the special 403(b) catch-up) or 414(v) and Regulations 1.403(b)-4(c)(2) (the age 50 catch-up).

4.3.2 Limit on All Contributions. The total of all Contributions, other than Rollover Contributions, made to the Custodial Account for any calendar (or other limitation year, if applicable) may not exceed the limitation on annual additions under Code section 415(c), including available increases to that limit under the age 50 catch-up in Code section 414(v).

4.4 Return of Excess Contributions

4.4.1 Excess Elective Deferrals. Elective Deferrals or Designated Roth Contributions that are in excess of the limitations under Code section 402(g), or that cause excess Contributions under Code section 415(c), will be returned, with earnings allocable thereto, not later than the April 15 of the year following the year in which they were contributed, after timely receipt of written instruction from the Plan Administrator requiring return of such excess elective deferrals.

4.4.2 Contributions Other than Elective Deferrals. In the event that the Contributions other than Elective Deferrals made on behalf of the Participant for any year must be reduced for purposes of complying with Section 403(b)(12) of the Code, or in the event Contributions are made other than in accordance with the terms of an Employer's Plan, including Contributions made by reason of a mistake in fact, such excess Contributions shall be corrected in accordance with the applicable requirements of the Code or Plan, but only after timely notice and written instruction from the Plan Administrator.

4.4.3 Responsibility for Contribution Limits. The contribution limits under this Article, and the return of Contributions hereunder, shall be made solely on the basis of information and instruction provided in a timely manner by the Plan Administrator. Notwithstanding any other provision of this Agreement, none of Matrix, the Recordkeeper, or Prudent, or the Program Coordinator shall have any duty or responsibility to determine whether any Contribution to the Custodial Account exceeds the limits under this Article, or to correct any excess contribution to the Custodial Account, other than pursuant to clear written instruction from the Plan Administrator. None of Program Coordinator, Recordkeeper, Matrix, or Prudent shall under any circumstance be liable to the Participant or any other party with respect to the assessment of excise tax on excess Contributions under section 4973 of the Code.

4.5 Exchanges. If instructed by the Plan Administrator, Matrix may accept an exchange of assets to the Custodial Account from another custodial account under section 403(b)(7) of the Code, to the extent permitted by the Code and by any Plan restrictions. All exchanges of assets shall be made in accordance with the requirements of the Code and regulations and any rules and procedures established by the Program Coordinator or Plan Administrator. The Plan Administrator shall be responsible for determining compliance with its rules and procedures, the Code and the Plan and for instructing Matrix and Program Coordinator with respect to effecting exchanges. Matrix shall not accept any exchange unless the Plan Administrator determines, or the Participant warrants, that distribution restrictions under the Custodial Account are at least as stringent as those imposed on the custodial account exchanged, and that the accumulated benefit with respect to amounts exchanged hereunder shall be at least equal to the accumulated benefit immediately before such exchange; and the Employer enters into an information sharing agreement as required under Regulations § 1.403(b)-10(b).

Notwithstanding the foregoing, the following will not be accepted in the Custodial Account:

- Any plan-to-plan transfer
- Any exchange of an annuity contract.

4.6 Rollover Contributions. Subject to the consent of the Program Coordinator and Matrix, and any Plan restrictions, a Rollover Contribution may be made to the Participant's Custodial Account from an eligible retirement plan, including an annuity or custodial account under Code section 403(b), a qualified trust under Code section 401(a), an individual retirement account or annuity under Code section 408, or any other eligible retirement plan within the meaning of Code section 402(c)(8)(B). All rollovers shall be made in a manner acceptable to the Program Coordinator and Matrix, and in accordance with any rules and procedures established by the Plan Administrator. The Plan Administrator shall be responsible for compliance with its rules and procedures, and the Code and the Plan, and for providing all instruction and/or information necessary to complete a Rollover Contribution requested by a Participant. For this purpose, a Designated Roth Account may receive assets in a Rollover Contribution only from a Designated Roth Account under another eligible retirement plan, subject to any limitations imposed by the Code on such rollovers.

4.7 Acceptance of Contributions.

(a) A Contribution, transfer, exchange, or rollover to the Custodial Account will post to the Custodial Account only if it is received in good order.

(b) A Contribution, transfer, exchange or rollover is received in good order if it is requested by Plan Administrator or Participant, submitted with all required information including, but not limited to, designation of the Mutual Fund or Mutual Funds to be held in the Custodial Account; and remitted consistent with the requirements of the Program Coordinator and/or Matrix.

(c) Contributions received in good order by Matrix by 4:00 p.m. Eastern Time are credited to the Custodial Account no later than the second Business Day following the day of receipt. Contributions in good order received by Matrix after 4:00 p.m. Eastern Time, but before midnight, will be deemed received on the next Business Day.

(d) Contributions not received in good order will be deemed received as of the Business Day on which the requirements of subsection (b) are satisfied. None of Program Coordinator, Recordkeeper or Matrix shall have any responsibility, obligation, or liability with respect to Contributions not received in good order other than to return the amount of the Contributions.

## Article V – Investment of Contributions

5.1 Investment of Contributions. All Contributions to the Custodial Account will be invested in accordance with the Participant's directions in one or more Mutual Funds made available by the Program Coordinator.

5.2 Direction of Investment in Mutual Funds. The Program Coordinator shall enter into agreements or arrangements in order to make Mutual Funds available to Participants for the investment of Contributions. Program

Coordinator shall select, monitor, and as necessary replace the Mutual Funds made available under the Custodial Account, on the basis of factors including, but not limited to, investment return, expenses, and suitability for Participants and Beneficiaries, pursuant to the investment policy adopted by Program Coordinator. Participants shall direct the investment of Contributions to the Custodial Account to one or more Mutual Funds by means of procedures adopted by the Plan Administrator, Program Coordinator, and/or Matrix, including as necessary procedures relating to changes in the Mutual Funds available under the Custodial Account.

5.3 Registration of Mutual Fund shares. All Mutual Fund shares will be registered in the name of Matrix. The Participant will be the beneficial owner of Mutual Fund shares held in the Custodial Account.

5.4 Notices and voting. The Participant shall receive all notices, prospectuses, and other reports to shareholders, proxies and proxy soliciting materials relating to the Mutual Funds credited to the Custodial Account. No Mutual Fund shares held in the Custodial Account will be voted by Program Coordinator or by any other party, except pursuant to the instructions of the Participant or Beneficiary.

5.5 Transfers among Mutual Funds. The Participant may transfer all or part of the Custodial Account among the Mutual Funds made available by Program Coordinator by providing investment directions pursuant to Section 5.6. The effective date of a transfer will be the date of receipt, if properly received before the close of regular trading of the New York Stock Exchange on a Business Day; otherwise, the effective date of a transfer will be the next Business Day.

5.6 Investment directions. Instructions regarding the investment of amounts in the Custodial Account may be given by telephone, through the internet, or in writing. Participants will receive confirmation of transactions by means of the electronic record of the Custodial Account. Confirmation shall be provided no later than the effective date (under section 5.5) or the time of posting (under section 4.7).

It is the Participant's responsibility to verify any information shown on such confirmation and give notice of any errors within 30 calendar days pursuant to procedures established by the Program Coordinator. None of Program Coordinator, Recordkeeper, or Matrix shall be liable for any loss or claim arising from any error in the execution of investment directions if notice of such error is not given pursuant to procedures established by the Program Coordinator within 30 days of the date the transaction is confirmed under this section 5.6.

5.7 Matrix and Program Coordinator responsibility. The responsibility of Matrix, Program Coordinator, and any appointed Recordkeeper is limited to implementing investment directions received from Participant in accordance with the Code, the Plan and rules and procedures established by Program Coordinator and/or Plan Administrator. None of Program Coordinator, Recordkeeper or Matrix will be liable for any loss of any kind resulting from any action taken pursuant to any direction received from the Participant, or from any action not taken because Participant directions are not given, or are not given in accordance with the Code, the Plan, or rules and procedures established by Program Coordinator and/or Plan Administrator.

## Article VI - Distribution of Custodial Account

6.1 Requests for Distribution. A Participant or Beneficiary shall receive Distribution of benefits from the Custodial Account, consistent with the requirements of this Article VI, by submitting distribution instructions consistent with the terms of the Custodial Account, and the terms of the Plan and the Code, as determined by the Plan Administrator. Distribution shall be made subject to authorization by the Employer and/or Plan Administrator.

6.2 Requirements for Distribution. With respect to all Contributions other than Rollover Contributions, a partial or total Distribution of the Custodial Account will be made no sooner than the earliest of:

- (a) the date the Participant attains age 59 ½;
- (b) the date the Participant has a severance from employment with the Employer;
- (c) the date the Participant suffers a disability; or
- (d) the date of the Participant's death.

Matrix and Program Coordinator shall rely on the determination of an Employer or Plan Administrator regarding whether the requirements of this section 6.2 have been satisfied.

6.3 Hardship Distribution. With respect to Elective Deferrals only, a Distribution from the Custodial Account may be made if the Participant experiences a financial hardship, and the Employer's Plan does not prohibit hardship distributions.

A Participant has incurred a financial hardship if the Participant has an immediate and heavy financial need and the amount of the Distribution is necessary to satisfy the immediate and heavy financial need, within the meaning of Regulations § 1.401(k)-1(d)(3). Hardship Distributions are subject to the approval of the Plan Administrator, and the Plan may require that a Participant temporarily cease Elective Deferrals upon payment of a Distribution for financial hardship.

Distributions for financial hardship will be made only in accordance with instructions received from the Plan Administrator. None of Recordkeeper, Matrix, Prudent, or Program Coordinator shall make any determination related to a Participant's eligibility for a hardship distribution.

6.4 Distribution of Rollover Contributions Made To Custodial Account. If maintained in a separate Record Keeping Account within the Custodial Account, Rollover Contributions may be distributed regardless of the limitations on distribution under sections 6.2 and 6.3 hereof, to the extent authorized by Regulations § 1.403(b)-6(i). Distributions will be made in accordance with instructions received from the Plan Administrator or Participant in accordance with the terms of the Plan and rules and procedures established by Plan Administrator, and Plan Administrator shall be responsible for determining compliance with the foregoing.

6.5 Distribution upon Death of Participant. If the Participant dies before all of the assets in the Custodial Account have been distributed, the Participant's Beneficiary shall be entitled to receive all undistributed amounts in the Custodial Account, subject to the applicable minimum distribution requirements of section 6.7.

6.6 Forms of Distribution. Upon satisfaction of the requirements of section 6.2, at the direction of the Plan

Administrator the Matrix shall process distributions from the Custodial Account in the following forms, at the election of the Participant or Beneficiary:

(a) Lump-sum distribution (one-time payment of entire Custodial Account balance).

(b) Partial lump-sum distribution (one-time payment of an amount elected by Participant or Beneficiary, other than entire Custodial Account balance).

(c) Calculated Installments. Monthly, quarterly, semiannual or annual payments over a term of one to ten years, each such payment in an amount calculated, at the time it is paid, to effect distribution of the entire balance in the Custodial Account in substantially equal payments, over the remaining portion of the term elected by the Participant or beneficiary.

(d) Fixed Installments. Monthly, quarterly, semiannual or annual payments, each in an amount designated by the Participant or Beneficiary, payable until the Participant or Beneficiary has received distribution of the entire Custodial Account balance.

Notwithstanding any election under this section 6.6, in no event shall the distribution of benefits in any calendar year be less than the Minimum Required Distribution.

6.7 Minimum Required Distributions. Notwithstanding any provision of this Agreement to the contrary, the distribution of the Custodial Account shall satisfy the requirements of sections 403(b)(10) and 401(a)(9) of the Code, which are incorporated herein by reference. The minimum distribution rules applicable to individual retirement accounts and individual retirement annuities under Regulations § 1.408-8 shall apply as required under Regulations § 1.403(b)-6(e).

6.7.1 Required Beginning Date. Distributions of the Custodial Account shall commence no later than April 1 of the calendar year following the calendar year in which the Participant attains age 70 ½, or the calendar year in which the Participant retires, whichever is later.

6.7.2 Timing of Minimum Required Distributions. The Minimum Required Distribution for the calendar year in which the Participant attains age 70 ½ can be made as late as April 1 of the following calendar year. The required minimum distribution for such following calendar year must also be made by the end of such year.

6.7.3 Multiple 403(b) Accounts. The minimum required distribution must be separately determined for each 403(b) annuity contract and custodial account. However, an employee who holds multiple section 403(b) custodial accounts or annuity contracts as an employee (rather than as a beneficiary), or as the beneficiary of one employee, may satisfy the minimum distribution requirements of the Code by taking from one Code section 403(b) custodial account or annuity contract the amount required to satisfy the requirement for another, in accordance with the Regulations at § 1.403(b)-6(e)(7). Absent Participant instructions and/or approval of the Plan Administrator, a Participant or Beneficiary must receive distribution of the full amount of minimum required distributions under the Custodial Account, without consideration of distributions made from any other custodial accounts or annuity contracts owned by a Participant.

6.7.4 Matrix and Program Coordinator Responsibility. The sole responsibility of Program Coordinator with respect to the Minimum Required Distribution shall be to timely inform Participants or Beneficiaries of the amount of the Minimum Required Distribution, if any. The sole responsibility of Matrix, with respect to the Minimum Required Distribution shall be to timely process Minimum Required Distributions, if any, upon direction of the Participant or Plan Administrator. Matrix and Program Coordinator shall be entitled to rely on instructions or information received from the Participant, Plan Administrator or Employer with respect to processing payment of Participant's minimum required distribution, and shall assume no responsibility for assuring that payments made under Participant or Beneficiary instructions satisfy the minimum distribution requirements.

6.7.5 Amount of Minimum Distributions. During the Participant's Lifetime. Distributions from the Custodial Account shall satisfy the minimum distribution requirements of section 401(a)(9) of the Code, when aggregated with distributions from other custodial accounts and/or annuity contracts of the Participant under the Employer's Plan. Distributions from the Custodial Account shall begin no later than the Required Beginning Date. With respect to each calendar year beginning concurrent with or after the Required Beginning Date, the amount of the minimum required distribution is (a) the value of the assets in the Custodial Account at the close of business on the last business day of the preceding calendar year, divided by (b) the distribution period in the IRS Uniform Lifetime Table under Code section 401(a)(9) corresponding to the Participant's attained age in each such year. If the Participant's sole Designated Beneficiary is his or her spouse, and the spouse is more than 10 years younger than the Participant, the required minimum distribution is the lesser amount determined under the IRS Joint and Last Survivor Table under Code section 401(a)(9).

6.7.6 Minimum Distributions Upon Death of Participant. If the Participant dies before all of the assets in the Custodial Account are distributed, the remaining assets in the Custodial Account must be distributed as provided herein.

(a) Death Before Required Beginning Date. If the Participant dies before the Required Beginning Date, then the remaining assets in the Custodial Account must be distributed at least as rapidly as (1), (2), or (3).

(1) Designated Beneficiary. If any portion of the Custodial Account is payable to a Designated Beneficiary, then, unless otherwise elected under section 6.7.6(a)(3), the entire interest must be distributed, beginning not later than the end of the calendar year following the calendar year in which the Participant died, each year in an amount no less than (i) the value of the assets in the Custodial Account at the close of business on the last business day of the preceding calendar year, divided by (ii) the life expectancy of the Designated Beneficiary under the IRS Single Life Table under Code Section 401(a)(9), determined as of the Designated Beneficiary's birthday in the calendar year following the calendar year in which the Participant died, in the first year in which distribution is required, and subtracting 1 from such life expectancy each year thereafter;

(2) Surviving Spouse as Designated Beneficiary. If the surviving spouse of the Participant is the sole beneficiary, then, unless otherwise elected under section 6.7.6(a)(3), the entire interest must be distributed, beginning not later than end of the calendar year during which the Participant would have attained the age of 70 ½, in an amount no less than (i) the value of the assets in the Custodial Account at the close of business on the last business day of the preceding calendar year, divided by (ii) the life expectancy of the surviving spouse under the IRS Single Life Table under Code Section 401(a)(9) in each year; or

(3) No Designated Beneficiary. If there is no Designated Beneficiary, or if the Designated Beneficiary (whether or not the surviving spouse) so elects, all assets in the Custodial Account must be distributed by the end of the calendar year which contains the fifth anniversary of the Participant's death.

(4) For the purposes of this subsection, a surviving spouse who is a Beneficiary pursuant to section 8.3 of this Agreement is a Designated Beneficiary.

(b) Death On or After Required Beginning Date. If the Participant dies on or after the Required Beginning Date, then the remaining assets in the Custodial Account must be distributed at least as rapidly as (1), (2), or (3), as follows

(1) Designated Beneficiary. If any portion of the Custodial Account is payable to a Designated Beneficiary, then the entire interest must be distributed, beginning not later than the end of the calendar year following the calendar year in which the Participant died, either over the remaining life expectancy of the Designated Beneficiary, each year in an amount no less than (i) the value of the assets in the Custodial Account at the close of business on the last business day of the preceding calendar year, divided by (ii) the life expectancy of the Designated Beneficiary under the IRS Single Life Table under Code Section 401(a)(9), determined as of the Designated Beneficiary's birthday in the calendar year following the calendar year in which the Participant died, in the first year in which distribution is required, and subtracting 1 from such life expectancy each year thereafter; or, if longer, over the period described in section 6.7.6(b)(3);

(2) Surviving Spouse as Designated Beneficiary. If the surviving spouse of the Participant is the sole beneficiary, then the entire interest must be distributed, beginning not later than end of the calendar year after the calendar year of the Participant's death, in an amount no less than (i) the value of the assets in the Custodial Account at the close of business on the last business day of the preceding calendar year, divided by (ii) the life expectancy of the surviving spouse under the IRS Single Life Table under Code Section 401(a)(9) in each year; or, if longer, over the period described in section 6.7.6(b)(3); or



(3) No Designated Beneficiary. If there is no Designated Beneficiary, then the entire interest must be distributed, beginning in the calendar year following the calendar year of the participant's death, each year in an amount no less than (i) the value of the assets in the Custodial Account at the close of business on the last business day of the preceding calendar year, divided by (ii) the Participant's remaining life expectancy, calculated using the age of the Participant in the year of death, in the first year in which distribution must be made other than to the Participant, and subtracting 1 from such life expectancy each year thereafter.

(4) For the purposes of this subsection, a surviving spouse who is a Beneficiary pursuant to section 8.3 of this Agreement is a Designated Beneficiary.

(c) Death of Surviving Spouse Before Distribution of Entire Custodial Account.

(1) Death Before Distributions Begin. If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies after the Participant but before distributions to the surviving spouse are required to begin hereunder, section 6.7.6(a), other than section 6.7.6(a)(2), will apply as if the surviving spouse were the Participant.

(2) Death After Distributions Begin. If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies after minimum required distributions must be made to such surviving spouse but before the entire interest in the Custodial Account is distributed, then beginning in the calendar year after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

6.8 Plan-to-Plan Exchanges from Custodial Account. To the extent permitted under the Code and the Plan, a Participant may direct an exchange of assets from the Custodial Account to another custodial account under section 403(b) of the Code. All such exchanges will be made only in accordance with rules and procedures established under the Code and Plan and by Plan Administrator. The Plan Administrator shall be responsible for determining compliance with its rules and procedures, the Code and the Plan.

6.9 Transfers to Purchase Permissive Service Credit. To the extent permitted under the Code and the Plan, a Participant may direct a transfer of all or a portion of the assets in the Custodial Account to a qualified governmental defined benefit plan, for the purchase of permissive service credit under such governmental plan, or to repay contributions previously refunded by such qualified governmental defined benefit plan upon a forfeiture of service credit thereunder, as described in section 403(b)(13) of the Code. All such transfers shall be made only in accordance with any rules and procedures established under the Code and Plan and by Plan Administrator. The Plan Administrator shall be responsible for

determining compliance with its rules and procedures, the Code and the Plan.

6.10 Direct Rollovers from Custodial Account. Subject to any restrictions under the Code and the Plan, a Participant may direct a Direct Rollover of part or all of the Custodial Account to another Eligible Retirement Plan. To the extent that the Custodial Account is a Designated Roth Account, the Participant may make a Direct Rollover only to another designated Roth account that accepts such rollovers, or to a Roth IRA under Code section 408A, subject to any limitations on such rollovers under the Code. Matrix will make a Direct Rollover only after receipt of such documentation as Matrix and Program Coordinator may reasonably require, and in accordance with any rules and procedures established under the Code and Plan and by Plan Administrator. The Plan Administrator shall be responsible for determining compliance with its rules and procedures, the Code and the Plan.

6.11 Automatic Rollovers. If the Employer's Plan requires, a distribution may be made without the consent of the Participant, if the Participant's total balance under the Employer's Plan does not exceed the amount described in section 411(a)(11) of the Code. Any such distribution shall be made in accordance with section 401(a)(31) of the Code, and only pursuant to the direction of Employer or Plan Administrator. The Plan Administrator shall be responsible for determining compliance with its procedures and documentation, the Code and the Plan.

6.12 Domestic Relations Orders. A payment to a person other than the Participant pursuant to a Domestic Relations Order may be made, regardless of whether the Participant would be entitled to a distribution under the Employer's Plan and section 6.2 hereof. Distributions pursuant to a Domestic Relations Order shall be processed upon the receipt of documentation of such order and instructions in accordance with procedures and documentation established by Plan Administrator. The Plan Administrator shall be responsible for determining that any domestic relations order complies with its procedures and documentation requirements, and the Code and the Plan.

6.13 Termination of Employer Plan. In the case of the termination of an Employer's Plan, the Custodial Account of an Employee of such Employer shall be treated consistently with Regulations § 1.403(b)-10(a).

## Article VII - Loans

7.1 In General. Subject to applicable provisions of the Plan and the Code, loans from the Custodial Account shall be made available to Participants under a legally enforceable written agreement, in accordance with procedures and documentation established by Plan Administrator. Loans shall be available only upon the submission of an application in a form acceptable to Program Coordinator and Matrix, including such information from the Plan Administrator or Employer as Program Coordinator and Matrix may require. The Plan Administrator shall be responsible for determining the compliance of any loan with its procedures and documentation, the Code and the Plan.

7.2 Minimum Principal Amount. The minimum principal amount for a loan from the Custodial Account is \$1,000.00.

7.3 Limit on Loans Outstanding. No Participant may receive a loan from the Custodial Account if the amount of such loan, when combined with the outstanding balance of all other loans under the Plan, results in a total amount of loans outstanding under the Plan that exceeds the lesser of

(a) \$50,000.00, reduced by the difference between the highest outstanding balance of loans from the Participant's Plan during the 1-year period ending on the day before the date the loan is made, and the outstanding balance of such loans on the date on which the loan is made; or

(b) one-half the value of the Custodial Account on the valuation date immediately preceding the date the loan is made.

7.4 Interest and Payments. Loans shall be made only at a reasonable rate of interest, and shall be repaid with substantially level amortization and a fixed repayment schedule, with payments required no less frequently than quarterly.

The interest rate for each loan shall be 1.0% plus the prime rate reported in the Wall Street Journal on the 15th day of the month prior to the month the loan is made.

7.5 Term. Loans made from the Custodial Account shall be repaid within 5 years, except that, in the case of a loan used to acquire any dwelling unit which is used as the principal residence of the Participant, or shall be so used within a reasonable period of time after the time the loan is made, the term of such loan may be up to (but no greater than) 30 years.

7.6 Loans as Distributions. Loans to a Participant from the Custodial Account shall be treated as a distribution to the Participant to the extent that the requirements of this Article VIII, and of section 72(p)(2) of the Code, are not satisfied, including but not limited to in the case of default on such loans.

## **Article VIII - Beneficiary Provisions**

8.1 Designation of Beneficiary. During the Participant's lifetime, the Participant has the right to designate a Designated Beneficiary or Beneficiaries, and to change such designations. Beneficiary designations and changes may be made by written request (including electronically) on a form established and acceptable to Program Coordinator and Matrix. Designations and changes will take effect upon the entry of the designation or change request into the records of the Custodial Account, or, in the case of a designation or change request submitted by mail, as of the postmark date.

8.2 Death of Designated Beneficiary. Unless otherwise provided in the Beneficiary designation, if any Designated Beneficiary dies prior to the Participant, such Beneficiary's interest will pass to any other Designated Beneficiary according to each surviving Designated Beneficiary's respective interest.

8.3 Absence of Designated Beneficiary or Surviving Designated Beneficiary. If no Designated Beneficiary survives the Participant, death benefits will be paid first, to the Participant's surviving spouse, if any; and if there is no surviving spouse, to the Participant's estate. If any Beneficiary

dies after the Participant, that Beneficiary's interest will pass to his or her Beneficiary or, if none, to his or her estate.

A surviving spouse is the person legally married to the Participant at the time of the Participant's death, or a member of a registered domestic partnership with the Participant that was not dissolved at the time of the Participant's death.

8.4 Beneficiary payment. Proof of death may be provided by submission of a copy of the death certificate, a copy of a decree of a court of competent jurisdiction as to death, or any other proof satisfactory to Plan Administrator and/or Program Coordinator. After receipt of such proof of death and Plan Administrator's direction, Matrix will process payment of the death benefit as follows:

(a) Simultaneous Death Provision. If no determination can be made whether the Participant or a Beneficiary died first in a common disaster, payments will be made as if such Beneficiary predeceased the Participant.

(b) Multiple Beneficiaries. A Participant may designate two or more Beneficiaries to receive separate percentage interests in the death benefits payable from this Custodial Account. Each such Beneficiary may separately exercise the rights that a Beneficiary has under this Agreement with respect to the Beneficiary's interest in the Custodial Account.

(c) Trust or Estate as Beneficiary. Payments to a Beneficiary that is a trust or an estate will be made in a lump sum only.

(d) Beneficiaries that cannot be located. If Program Coordinator cannot obtain a mailing address for the Designated Beneficiary using methods allowed by and within the period required by applicable state or federal regulations, then Participant will be deemed to have no Designated Beneficiary and Distributions of the Custodial Account will be made according to the requirements of applicable law and the Plan, as determined by Plan Administrator.

Notwithstanding any provisions in this Agreement to the contrary, upon the death of the Participant, all rights of the Participant hereunder shall inure to the Beneficiary or Beneficiaries.

## **Article IX - Charges**

9.1 Periodic charges shall be deducted from each Custodial Account for expenses necessary for the operation and maintenance of the CTA Retirement Savings Plan. The charges are due and assessed on each calendar quarter during which a Custodial Account is credited with a positive value. These charges shall be disclosed in the CTA Retirement Savings Plan annual fee disclosure statement. The amount of the periodic charges shall be determined by the Program Coordinator, and is subject to change by the Program Coordinator.

## **Article X – Employer and Plan**

10.1 Incorporation. The terms of this Custodial Account are incorporated in each Employer's Plan to the extent required by section 403(b) of the Code and the terms of each such Plan.

10.2 Effect of Employer's Plan. The terms of the Employer's Plan cannot enlarge a Participant's rights under this Agreement. However, Plan terms can restrict or limit those rights. Program Coordinator and Matrix will follow Plan terms that are more restrictive than the requirements imposed on the Custodial Account under Code section 403(b) only to the extent that Plan Administrator directs.

#### **Article XI - Matrix and Program Coordinator**

11.1 Responsibility of Matrix. Matrix shall hold all contributions to the Custodial Account received by it under this Agreement. Matrix shall be responsible only for such assets as are actually received by Matrix.

11.2 Responsibility of Program Coordinator. The Program Coordinator shall maintain such records, and make such reports, as may be necessary for the proper administration of the Custodial Account. In addition to the responsibilities with respect to Mutual Funds set forth in Article V, the Program Coordinator shall retain, and periodically review the performance of, Matrix and the Recordkeeper, and maintain such agreements with each Employer and/or Plan Administrator as may be necessary for the Custodial Account to be available to the Eligible Employees of Employers.

11.3 Limits on Authority of Matrix. Matrix shall not have any discretion, authority, or investment management responsibility as to any investment made under the Custodial Account.

11.4 Authenticity of Directions. None of Recordkeeper, Matrix or Program Coordinator shall be under an obligation to determine the accuracy, authenticity, or propriety of any directions and/or instructions received from a Participant, Beneficiary, Employer, or Plan Administrator, Program Coordinator or Matrix, or any authorized representative of such parties, provided that such directions and/or instructions are received in good order and consistent with the requirements of Matrix and Program Coordinator.

11.5 Actions of Others and Directed Actions. None of Program Coordinator, Recordkeeper, or Matrix shall be responsible for the collection of contributions to be made to the Custodial Account, for the accuracy of any information contained in any report made by another person or entity (including the Employer, Plan Administrator, or regulated investment company, Program Coordinator, or Matrix) or their authorized representatives, for the propriety of any distribution made at the direction, instruction, or determination of the Participant, Beneficiary, Employer, or Plan Administrator or their authorized representatives, nor for any other action taken or omitted at the request, determination, direction or instruction of any other person or entity as contemplated by this Agreement. None of Program Coordinator, Recordkeeper, or Matrix shall be obligated to determine the correctness or propriety of any directions, instructions, or determinations received from any other person or entity as contemplated by this Agreement (including Participant, Beneficiary, Employer, or Plan Administrator, Program Coordinator, or Matrix or their authorized representatives) and each shall be protected in acting, or omitting to act, in accordance with such directions, instructions, or determinations.

11.6 Resignation of Matrix. In the event of the resignation of the Matrix, Program Coordinator shall designate as successor custodian a bank or an organization other than a bank approved as a custodian under Regulations § 1.401(f)-1(b)(1)(ii) by the Commissioner of Internal Revenue, in such a manner that the successor custodian is substituted for the resigning Matrix under Regulations § 1.401(f)-1(c)(1)(ii).

11.7 Third Party Beneficiaries. The parties hereto, including the Participant, agree that Matrix is intended to be and shall be a third party beneficiary of the provisions of this Agreement.

#### **Article XII – Other Provisions**

12.1 Amendments. This Agreement may be amended by the Program Coordinator at any time, consistent with any agreements between Program Coordinator, Recordkeeper, and/or Matrix. No amendment to this Agreement shall ever cause or permit any part of the assets in the Custodial Account to be used for, or diverted to, any purpose other than the exclusive benefit of the Participant or Beneficiary, or any reduction in a Participant's accumulated benefits hereunder (as described in Regulations § 1.403(b)-10(b)(2)), unless such amendment is required in order to conform the Agreement to the requirements of the Code.

12.2 Release of information. Where necessary to the proper administration of the Plan, Program Coordinator, Recordkeeper or Matrix may release information to an Employer or Plan Administrator, or to a governmental agency examining an Employer's Plan.

12.3 Qualified Military Service. To the extent required by section 403(b)(14) of the Code, in the case of a Participant who dies while performing qualified military service (as defined in section 404(u) of the Code), the survivors of such Participant are entitled to any additional benefits under the Employer's Plan or hereunder that the Participant would have received had the Participant resumed employment with the Employer and then terminated such employment on account of death.

12.4 Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement, which shall be interpreted as if the invalid or unenforceable provision had not been included.

12.5 Governing law. Except where Federal laws would otherwise control, this Agreement shall be construed, interpreted and applied in accordance with and governed by the laws of the State of California, without reference to application of conflicts of laws principles.